



## Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact [support@jstor.org](mailto:support@jstor.org).

## RECENT IMPORTANT DECISIONS

---

**ADVERSE POSSESSION—WHAT ACTS OF STRANGERS CONSTITUTE AN INTERRUPTION.**—Claimant by adverse possession showed that he had fenced in the land in controversy, and had used it for pasturing cattle during a period sufficient to satisfy the Statute of Limitations. Defendant offered evidence to show that strangers had trapped upon this land during the greater part of this period, and that one party in particular had repeatedly set traps there over protests of the adverse claimant, and that no action had been successfully prosecuted against him,—although adverse claimant had threatened to prosecute. It did not appear whether the trespasses were repeated after this time. *Held*, that adverse possession had been made out, and that the acts of strangers referred to did not constitute an interruption. *Bloodsworth v. Murray*, (Md., 1921), 114 Atl. 575.

The general rule as given by Cyc. is: "The intrusion of a trespasser will in no case interrupt the continuity of an adverse possession, unless continued for such a length of time that knowledge of the intrusion is presumed, or so (continued) as to become the assertion of an adverse right. If they (the intrusions) are known they become assertions of right and operate to break the continuity, unless legal remedies are resorted to within a reasonable time to regain possession, and are prosecuted to a successful determination." 1 CYC. 1011, 2 CORPUS JURIS 98. This statement may be found repeated in effect in not a few cases. *Beard v. Ryan*, 78 Ala. 37; *Woodstock Iron Co. v. Roberts*, 87 Ala. 436. The basis of such a rule would seem to be the doctrine that the holding must be hostile to the world, and not merely to the legal owner. But with few exceptions, the cases in which this statement of the rule is found are either cases where there have been only isolated trespasses and so no interruption in any event, or else cases where legal remedies had successfully been resorted to. *Love v. Turner*, 78 S. C. 513, 519; *Sparks v. Bodensick*, 72 Kan. 5, 8. On the other hand, in the later cases where the question has been squarely presented by evidence of continued trespasses or repeated intrusions, the courts have almost always held that the acts in question did not constitute an interruption; and in not a few cases have indicated that the acts of a stranger must amount to an actual disseisin of the adverse occupant to have such an effect. *Inhabitants of Cohasset v. Moors*, 204 Mass. 173, 178; *Batchelder v. Robbins*, 95 Mo. 59; *Glover v. Pfeuffer*, (Tex. Civ. App., 1914) 163 S. W. 984. The rule which the latter cases seem to favor is more consonant with the modern theory that the holding need not be hostile to the world, but merely to the title holder. See TIFFANY ON REAL PROPERTY, § 503.

**AGENCY—LIABILITY OF THIRD PERSON TO UNDISCLOSED PRINCIPAL ON SEALED CONTRACT.**—In an action for specific performance of a contract to make a lease the complaint stated that the agent who signed the contract